

SDMS Document ID



2009662

EPA COPY

GICS

POSTED

4/29/03

P. 2

Page 1



United States Environmental  
Protection Agency  
Washington, DC 20460

**Interagency Agreement**

**Amendment**

**Part 1 - General Information**

1. EPA IAG Identification Number  
DW-69-95388401 - 0

4. Funding Location by Region  
EPA RB

2. Other Agency IAG ID Number

5. Program Office  
Abbreviation  
Region 8

3. Type of Action  
New

6. Name and Address of EPA Organization

US Environmental Protection Agency  
Ecosystems Protection & Remediation  
999 18th Street, Suite 300; 8EPR-SR  
Denver, CO 80202-2466

7. Name and Address of Other Agency

U.S. Department of Transportation-Cambridge  
RSPA Volpe NTSC (DTS 48) 55 Broadway Kendall Square  
Cambridge, MA 02142

8. Project Title and Description

Libby Asbestos SF Site, Libby Mt  
Asbestos cleanup. EPA DUNS #: 029128894; DOT DUNS #: 076570282.

9. EPA Project Officer (Name, Address, Phone Number)

Jim Christiansen  
999 18th Street, Suite 300  
Denver, CO 80202-2466  
303-312-6748

10. Other Agency Project Officer (Name, Address, Phone Number)

John McGuiggin  
RSPA Volpe NTSC (DTS 48) 55 Broadway Kendall Square  
Cambridge, MA 02142  
617-494-2574

11. Project Period

04/09/2003 to 04/08/2005

12. Budget Period

04/09/2003 to 04/08/2005

13. Scope of Work

See Attachment A.

EPA Grants Specialist for this IAG is Carol Odonnell 303-312-6824

14. Statutory Authority for Both Transfer of Funds and Project Activities

CERCLA: Secs. 105(a)(4) & 115; Executive Order 12580 as amended

15. Other Agency Type

Federal Agency

Funds

Previous Amount

Amount This Action

Amended Total

16. EPA Amount		\$100,000	\$100,000
17. EPA In-Kind Amount			\$0
18. Other Agency Amount			\$0
19. Other Agency In-Kind Amt.			\$0
20. Total Project Cost		\$100,000	\$100,000

21. Fiscal

Site Name	DCN	FY	Approp.	Budget Org.	PRC	Object	Site/Project	Cost Org.	Obligation
VOLPE LIB	LPV046	03	T	8ALDP	50102D	2507	08BCV004	C001	100,000
									100,000

**ATTACHMENT A**  
**SCOPE OF WORK (4/7/03)**  
**LIBBY ASBESTOS SITE**  
**INTERAGENCY AGREEMENT WITH U.S. DEPARTMENT OF TRANSPORTATION**

**Background:**

The U.S. Department of Transportation, Research and Special Programs Administration, John A. Volpe National Transportation Systems Center (the Volpe Center) has successfully provided engineering and cleanup support to U.S. EPA Region 8 Superfund Emergency Response Program under a non-site specific, or multi-site, interagency agreement (IAG) for several years. Beginning in 1999, Volpe began providing support to the Emergency Response Program at the Libby Asbestos Site in Libby, MT under this IAG. The Libby Asbestos Site is one of the most complex Superfund sites managed by EPA.

In December 2002, the Region 8 Superfund Remedial Program took over long-term management of the Libby site from the Emergency Response Program. The Remedial Program continues to perform emergency actions to reduce or eliminate sources of asbestos exposure, as well as planning for long-term remedial actions to bring the site to closure. Through the existing IAG (DW 6995-3792), Volpe has provided support to both the Emergency Response and the Superfund Remedial Programs during the transition between programs. As part of the long-term plan for the site, the Remedial Program would like to continue Volpe's involvement in the Libby project through a site-specific IAG geared toward long-term, remedial response. Volpe's assistance will be focused on engineering, planning, conducting and oversight of actual cleanup work and related services .

This is a new agreement with an initial funding level of \$100K for FY'03. It is anticipated that further funding will total approximately \$12.0M for FY' 2003 and \$15M per year for FY' 2004 and 2005, for a total estimated agreement value of \$42.1M through FY'2005.

**General Scope of Work:**

The EPA represents that the signatory has the authority as set out in EPA regulations at 40 CFR Part 300 et. seq. to perform remediation, restoration and replacement activities described in this agreement, and to enter into agreements with other federal agencies for support. The signatory hereby delegates authority to perform activities described in this agreement to the Volpe Center.

Volpe will provide engineering, acquisition, and project management support at the Libby Asbestos Site in Libby, MT. Volpe will work closely with EPA and EPA contractors to perform this work.

**Specific Tasks:**

**Task 1.** Perform cleanup and related actions. Cleanup may occur using both removal and remedial authority. This task will include, but may not be limited to:

- Acquisition and management of cleanup contract(s), as Volpe determines necessary. Acquisition includes scientific and engineering support in development of detailed statements of work, cost estimates and schedules, as well as other acquisition activities. Management includes developing administrative procedures for implementation of contracts in the field in Libby, Montana.
- Contracting and management of related cleanup efforts, such as disposal, landscaping, backfill, and security.
- Temporary or permanent relocation and associated tasks for residents affected by cleanup activities.

With respect to these activities, the Volpe Center will provide technical and administrative assistance in accordance with EPA's OERR Publication 92254-01, "Guidance on Compensation for Property Loss in Removal Action" (September 1995), PB 95-963290. The Volpe Center shall conduct replacement and restoration activities within residential, commercial and public properties at the Libby, Montana asbestos remediation site as agreed by the Volpe Center project manager and the EPA Remedial Program Manager (RPM). Replacement or restoration activities shall be conducted on specific properties to be determined by agreement between the EPA RPM and the Volpe Center Project Manager. For specified properties, the Volpe Center will sample personal and real property for the presence of asbestos contamination. Using the test results, the EPA will determine if the property is contaminated and whether to replace it, restore it, or offer cash reimbursement. The EPA has responsibility for negotiation and execution on behalf of the Government of agreements with property owners regarding the value and disposition of their tangible property. If the EPA determines to make a cash reimbursement to the property owner, the EPA will be responsible for the reimbursement process, including decisions on any claims. If the EPA determines that the property must be replaced or restored, the EPA RPM will notify the Volpe Center project manager of the determination. As agreed by the Volpe Center project manager and EPA RPM, the Volpe Center will replace or restore the damaged property and, in the case of replacement will purchase and provide for delivery of the replacement property. As agreed by the Volpe Center project manager and EPA RPM, the Volpe Center will provide for property appraisals.

**Task 2.** Provide support for cleanup operations in cooperation with EPA and EPA contractors. This task will include, but may not be limited to:

- Design work including engineering, inspections, sampling, and surveys of individual properties to support contracting and property specific remediation plans and agreements.
- Oversight of cleanup contracts.
- Analytical support.
- Community involvement support.

**Task 3.** Provide site-specific technical, scientific, and engineering assistance to EPA to support the Remedial Investigation/Feasibility Study or investigation work. This task will include, but may not be limited to:

- Analytical support including sample preparation.
- Field work or sampling.
- Support of Performance Evaluation (PE) Study.
- Support of risk assessment programs and exposure studies to help determine site-specific cleanup goals.

**Task 4.** Provide other technical, scientific, and engineering support to EPA which supports basic operations at the Libby Asbestos Site. This task will include, but may not be limited to:

- Development, operation and maintenance of the Libby analytical database.
- Development, operation, and maintenance of a Geographic Information System.
- Responding to inquiries and information requests, such as for site-specific litigation.

### **Work Authorization**

Particular activities within the approved funding and general scope of work for this project will be more particularly described and documented through a Work Authorization Form (WAF.) Each WAF shall document the estimated cost, schedule, and detailed statement of work for particular activities within the scope of this agreement. Each WAF shall be subject to agreement by the EPA and Volpe Center Project Managers.

The detailed statement of work for the initial WAF (WAF 1) under this agreement is attached (Attachment B.) Work described in WAF 1 will be initiated following acceptance and agreement to the terms of the Interagency Reimbursable Agreement and receipt of obligational authority by the Volpe Center.

EPA IAG Identification No. DW-69-95388401 - 0 Page 2

## Part II - Approved Budget

EPA IAG Identification Number

DW-69-95388401 - 0

22. Budget Categories	Itemization of This Action	Itemization of Total Project Estimated Cost to Date
Personnel	\$60,975	\$60,975
Fringe Benefits		\$0
Travel		\$0
Equipment		\$0
Supplies		\$0
Procurement / Assistance		\$0
Construction		\$0
Other		\$0
i) Total Direct Charges	\$60,975	\$60,975
j) Indirect Costs: Rate 64% Base \$60,975.00	\$39,025	\$39,025
k) Total (EPA Share 100.00 %) (Other Agency Share 0.00 %)	\$100,000	\$100,000

23. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? ☐ Yes ☒ No

(Identify all equipment costing \$1,000 or more)

24. Are any of these funds being used on extramural agreements? (See Item 22f.) ☐ Yes ☒ NoType of Extramural Agreement ☐ Grant ☐ Cooperative Agreement ☐ Procurement

Contractor/Recipient Name (if known)	Total Extramural Amount Under This Project	Percent Funded by EPA (if known)
	Total \$ 0.00	

## Part III - Funding Methods and Billing Instructions

25. (Note: EPA Agency Location Code (ALC) - 68010727)

☒ Disbursement Agreement  
☐ Repayment  
☒ Advance  
☐ Allocation Transfer-Out

Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002:  
☐ Monthly ☐ Quarterly ☐ Upon Completion of Work

Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.

Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.

26. ☐ Reimbursement Agreement☐ Repayment  
☐ Advance☒ Allocation Transfer-InFunding Agency's Treasury Symbol ☐ One-Year ☐ Two-Year ☒ No-Year

Other Agency's IAG Identification Number

EPA Program Office Allowance Holder/Resp. Center No.

Other Agency's Billing Address (Include ALC or Station Symbol Number)

Other Agency's Billing Instructions and Frequency

## Part IV - Acceptance Conditions

EPA Identification Number

DW-69-95388401 - 0

## 27. General Conditions

The other agency covenants and agrees that it will expeditiously initiate and complete the project for which funds have been awarded under this agreement.

## 28. Special Conditions (Attach additional sheets if needed)

## Part V - Offer and Acceptance

Note: 1) For Disbursement actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants Administration Division for Headquarters agreements or to the appropriate EPA Regional IAG administration office within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency subsequent to the document being signed by the EPA Action Official, which the Action Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.

2) For Reimbursement actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IAG administration office for acceptance signature on behalf of the EPA. One original copy will be returned to the other agency after acceptance.

EPA IAG Administration Office (for administrative assistance)

EPA Program Office (for technical assistance)

## 29. Organization/Address

## 30. Organization/Address

US EPA R8

US Environmental Protection Agency

999 18th Street; Suite 300; 8EPR-SR  
Denver, CO 80202-2466

Region 8  
999 18th Street, Suite 300  
Denver, CO 80202-2466

## Certification

All signers certify that the statements made on this form and all attachments thereto are true, accurate, and complete. Signers acknowledge that any knowingly false or misleading statements may be punishable by fine or imprisonment or both under applicable law.

## Decision Official on Behalf of the Environment Protection Agency Program Office

31. Signature

Typed Name and Title

Max H. Dodson, Assistant Regional Administrator

Date  
MAR 26 2003

## Action on Behalf of the Environment Protection Agency

32. Signature

Typed Name and Title

Wayne Anthofer, Director

Date  
MAR 28 2003

## Authorizing Official on Behalf of the Other Agency

33. Signature

Typed Name and Title

Dr. Richard John, Director

Date  
4/24/03

## **IAG Terms and Conditions**

Recipient agrees to meet the site-specific financial management and record keeping responsibilities contained in EPA's "Superfund Financial Management and Record keeping Guidance for Federal Agencies" (January 1989).

### **1. Cost Documentation Requirements**

EPA, acting as a manager of the Hazardous Substances Superfund, requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorized EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both Recipient and EPA have responsibilities under this agreement. Recipient accounting system reports must be supported by site- and activity-specific cost documentation. Recipient will organize and retain in site file(s) documentation of costs by site and activity (e. g. vouchers, billing statements, evidence of payment, audit reports) as follows:

#### **a. Direct Costs**

Payroll - time sheets or time cards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor. However, any subsequent revisions to the time sheets must be signed by both the employee and the employee's supervisor.

Travel - travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills, appropriate receipts for hotels, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 "Voucher and Schedule of Payment" or equivalent.

Contractor services - copies of contracts, requests for proposals (RFPs), detailed evaluation of contractor bids, contractor invoices, Recipient project officer approval of invoices, proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 or equivalent.

Supplies and Equipment - EPA authorization to purchase non-expendable property of \$1000 or more, vendor invoices, proof of payment, and hourly records of equipment use, when applicable.

Any other direct costs not included in the above categories.

#### **b. Indirect Costs**

The Recipient certifies (1) that any indirect costs included in billing EPA represent, in accordance with GAO principles, indirect costs that are funded out of the performing agency's currently available appropriations and that bear a significant relationship to the performing of the services of work, or (2) that statutory authority exists for charging other than these costs for performance. If an audit determines that any direct or indirect costs changed following the resolution of the audit and EPA will be credited for those costs.

### **2. Reporting Requirements**

a. Recipient will provide monthly progress reports to the EPA Regional Project Officer containing:

Site name, site ID number, and IAG number

Summary of work performed this period

Estimate of the percentage of project completed

Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown (See Item 22, page 2)

Summaries of all problems or potential problems encountered during the reporting period

Projected work for the next reporting period.

b. Recipient will provide the EPA Financial Management Center, Cincinnati, with a summary of OPAC transactions quarterly containing, as appropriate, Recipient costs by budget category (See Item 22, page 2) identified by the site, site-specific account number, and IAG number.

c. Recipient will provide a final inventory of property, within 30 days of project completion, describing the condition of each item and requesting disposition instructions. If the duration of the project is greater than one year, Recipient will provide an annual inventory of all property acquired by or furnished to Recipient with EPA funds.

### 3. Cost Recovery

In the event of a contemplated cost recovery action, Recipient will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the backup documentation. In some cases, these requests from EPA or DOJ may require that this documentation be provided in less than 30 days. If additional time is required to comply with a request, Recipient will negotiate with EPA or DOJ a schedule for responding. Recipient will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.

### 4. Record Retention Requirements

Recipient and its contractors will retain the documents described in these Terms and Conditions for a minimum of 10 years after transmission of a final OPAC billing for a site or sites, after which Recipient and its contractors must obtain written permission from the appropriate Regional Award Official before disposing of any of the records.

### 5. Audits

a. Certain agencies are required by CERCLA, as amended, to perform annual audits of transactions involving Superfund. The Recipient may also be required to perform annual audits. Cost documentation information must be available for audit or verification upon request of the DOI Inspector General.

b. If an audit determines that any direct or indirect costs charged to EPA are unallowable, EPA will be notified by Recipient immediately following the resolution of the audit and be credited with those costs.

### 6. Other EPA Involvement

a. EPA's substantial involvement in this IAG will include reimbursement to Recipient, through the U. S. Treasury Department's Government On-Line Accounting Link System (GOALS), featuring on-line payment and collections (OPAC). At the same time that reimbursement is made, Recipient sends requests for reimbursement to the authorized representatives of the EPA regional program office and the EPA regional IAG administration office (if applicable) for approval. Approvals of these requests are based upon receipt and approval by the EPA regional program office of the monthly progress report and any other technical reports described in the Scope of Work. If there are any adjustments to the amount paid to Recipient, the regional program office contacts the EPA Financial Management Center, Cincinnati.

b. EPA will hold title to all property acquired with Superfund monies. EPA will provide Recipient with property disposal instructions upon termination of the IAG and receive fair-market value for any property disposed of or used for non-Superfund activities.